

REMARKS

Claims 1-3, 5-8, 10-11 and 14-24 were examined by the Office, and in the final Office Action of February 22, 2008 all claims are rejected. With this response claims 1-3, 5-6, 8, 10-11, 14-19 and 22 are amended. All amendments are fully supported by the specification as originally filed. Support for the amendments to the claims can be found at least from page 7, lines 16-32 of the specification. Applicant respectfully requests reconsideration and withdrawal of the rejections in view of the following discussion.

This response is submitted along with a Request for Continued Examination (RCE).

Claim Rejections Under § 112

In section 7, on page 6 of the Office Action, claims 1-3, 5-8, 10-11 and 14-24 are rejected under 35 U.S.C. § 112, second paragraph as being indefinite. The Office states that claims 1 and 14-16 recite the limitation "so as to cause to be stored by the operator network...an indication," and it is unclear whether the limitation is a requirement of the claim or merely an intended result of the claim elements. This element is removed from the claims 1 and 14-16, and accordingly applicant respectfully requests withdrawal of the rejection.

Claim Rejections Under § 103

In section 10, on page 7 of the Office Action, claims 1-3, 5-8, 10, 14-16 and 18 are rejected under 35 U.S.C. § 103(a) as unpatentable over Edelman et al. (U.S. Appl. Publ. No. 2002/0029347) in view of Kunii (U.S. Appl. Publ. No. 2001/0056375). Applicant respectfully submits that claim 1 is not disclosed or suggested by the cited references, because the cited references fail to disclose or suggest all of the limitations recited in claim 1. Claim 1 is amended to recite

that when the list of user registered applications includes the application, a periodic report on usage of the application is produced to enable billing for use of the application. Applicant respectfully submits that the cited references, alone or in combination, fail to disclose or suggest producing a periodic report on usage of the application to enable billing for use of the application, as recited in claim 1. Instead, the cited references only disclose a "pay-per-use" scheme in which a user pays initially for an application, but is not billed based on usage of the application.

In contrast to claim 1, Edelman discusses management software that transmits pay-per-use license requests for licensed software. See Edelman paragraph [0022]. For example, Edelman states that the software license expiration date is determined by a configurable time period during which the license is valid based on the license agreement with the user, e.g. one day or thirty days. See Edelman paragraph [0089]. Therefore, Edelman does not disclose or suggest producing a periodic report on usage of the application to enable billing for use of the application, because Edelman only discusses charging a one-time fee for the license to use the application.

In addition, Kunii also fails to disclose or suggest producing a periodic report based on usage of the application to enable billing for use of the application. In Kunii, the client apparatus is billed when the musical performance training program is selected, and not based on usage of the training program. See Kunii paragraphs [0015] & [0017]. In Kunii, when the musical performance training program is supplied from the management server to the requesting performance practicing terminal a billing process is performed to charge the user of the practicing terminal a preset fee for the musical performance training program. See Kunii paragraph [0047]. The preset fee is charged only for the musical performance training program of a particular

training step the user wants to receive. See Kunii paragraph [0048]. Therefore, the user is only charged once for the "preset" fee, and Kunii does not disclose or suggest producing a periodic report based on usage of the application to enable billing for use of the application, as recited in claim 1. Kunii discusses "payment information," which is a user-desired method of payment of paying a fee of the musical performance training. See Kunii paragraph [0050]. As mentioned previously, Kunii only discloses one-time payment of the fee for the musical performance training, and does not disclose or suggest producing a periodic report based on a usage of the application, as recited in claim 1. Therefore, for at least these reasons the cited references fail to disclose or suggest all of the limitations recited in claim 1.

Independent claims 14-16 contain limitation similar to those recited in claim 1, and claim 18 is amended to independent form to include the limitations from claim 1. Therefore, applicant respectfully submits that independent claims 14-16 and 18 are not disclosed or suggested by the cited references for at least the reasons discussed above with respect to claim 1.

The dependent claims rejected above ultimately depend from an independent claim, and therefore are not disclosed or suggested by the cited references at least in view of their dependencies.

In section 22, on page 15 of the Office Action, claim 11 is rejected under 35 U.S.C. § 103(a) as unpatentable over Edelman in view of Kunii, and in further view of CGI and Emondi et al. (U.S. Appl. Publ. No. 2002/0016748). The additional cited references fail to make up for the deficiencies in the teachings of the references cited against claim 1 identified above. Claim 11 ultimately depends from independent claim 1, and therefore is not disclosed or suggested by the cited references at least in view

of its dependency.

In section 24, on page 16 of the Office Action, claim 17 is rejected under 35 U.S.C. § 103(a) as unpatentable over Edelman in view of Kunii, and in further view of CGI and Emondi. The additional cited references fail to make up for the deficiencies in the teachings of the references cited against claim 16 identified above. Claim 17 ultimately depends from independent claim 16, and therefore is not disclosed or suggested by the cited references at least in view of its dependency.

In section 26, on page 18 of the Office Action, claims 19 and 22 are rejected under 35 U.S.C. § 103(a) as unpatentable over Kunii in view of Edelman. Independent claims 19 and 22 are amended to contain limitations similar to those recited in claim 1. For at least the reasons discussed above with respect to claim 1, the cited references fail to disclose or suggest the limitations of amended claims 19 and 22.

In section 29, on page 19 of the Office Action, claims 20-21 and 24 are rejected under 35 U.S.C. §103(a) as unpatentable over Kunii in view of Samjani, "General Packet Radio Service." Claims 20-21 and 24 ultimately depend from an independent claim, and therefore are not disclosed or suggested by the cited references at least in view of their dependencies.

In section 33, on page 22 of the Office Action, claim 23 is rejected under 35 U.S.C. § 103(a) as unpatentable over Kunii in view of Samjami. Claim 23 ultimately depends from independent claim 22, and therefore is not disclosed or suggested by the cited references at least in view of its dependency.

Conclusion

For at least the reasons discussed above, the present application is believed to be in condition for allowance, and such action is earnestly solicited. The undersigned hereby authorizes the Commissioner to charge Deposit Account No. 23-0442 for any fee deficiency required to submit this response.

Respectfully submitted,

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